

PURCHASE ORDER TERMS AND CONDITIONS (APR 2001)

INTEREST ON OVERDUE PAYMENTS

The Prompt Payment Act of 1982 is not applicable to the Federal Judiciary. Therefore, determinations of interest on overdue payments made in accordance with the provisions of this Act are not applicable to this purchase order.

DISCLOSURE OF INFORMATION (AOUSC 1999)

a. Information made available to the contractor by the Federal Judiciary for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. This clause expressly limits the Contractor's rights to use data as described in Rights in Data - General FAR 52.227-14(d)(1).

b. If public information is provided to the contractor for use in performance or administration of this contract, such information may not be used for any other purpose by the contractor except with the written permission of the Contracting Officer. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration of this contract, the contractor will consult with the COTR regarding use of that information for other purposes.

c. The contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information. Such information may include, but is not limited to, all employee data, information relating to health records, physician and provider notes, bills, claims and other written and oral information of a personal nature, which is to be safeguarded to ensure that it is not improperly disclosed. Each offeror or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject the person(s) responsible to criminal sanctions imposed by 18 U.S.C. 641. That section provides, in pertinent part, that whoever without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine up to \$10,000, or imprisoned up to ten years, or both.

DISPUTES CLAUSE (AOUSC 1999)

a. A contract dispute means a written claim, demand or assertion by a contracting party for the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other specific relief arising under or relating to the contract. A dispute also includes a termination for convenience settlement proposal and any request for an equitable adjustment, which is denied. A voucher, invoice, or other routine payment that is not disputed by the parties is not a "dispute" under this clause.

b. A contract dispute must be filed within 12 months of its accrual and must be submitted in writing to the contracting officer. The dispute must contain a detailed statement of the legal and factual basis of the dispute and must be accompanied by any documents that support the claim. The claimant must seek specific relief, as provided in paragraph (a.) above. However, the time periods set forth here shall be superceded if the contract contains specific provisions for the processing of any claim which would otherwise be considered a "dispute" under this clause.

c. Contracting officers are authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information the contracting officer shall promptly request the vendor to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the vendor. If the contracting officer is unable to render a determination within 60 days, the vendor shall be notified of the date on which a determination will be made. The determination of the contracting officer will be signed by the Office of General Counsel and shall be considered the final determination of the agency.

d. The contractor shall proceed diligently with performance of this contract pending resolution of the dispute. The contractor shall comply with the final determination of the contracting officer unless such determination is overturned by a court of competent jurisdiction. Failure to diligently continue contract performance during the pendency of the claim or failure to comply with the final determination of the contracting officer may result in termination of the contract for default or imposition of other available remedies.

PUBLIC USE OF THE NAME OF THE FEDERAL JUDICIARY (AOUSC 2001)

The contractor shall not refer to the federal judiciary, or to any courts or other organizational entities existing thereunder (herein referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other media used generally by the vendor in its commercial marketing initiatives, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the contractor. This provision shall not be construed as limiting the contractor's ability to refer to the judiciary as one of its customers.

INSPECTION AND ACCEPTANCE (AOUSC 2001)

The Contracting Officer and the COTR may, at any time or place, inspect the services performed and the products, including any documents and reports. The COTR may reject any services or products that do not meet the highest requirements of the contract and the highest standards of the contract and the highest standards of professionalism. No payment will be due for any services or products rejected under this clause.

DISCLOSURE OF CONTRACTOR INFORMATION TO PUBLIC (AOUSC 1994)

The Administrative office of the United States Courts (AOUSC) reserves the right to disclose information provided by the Contractor in response to a request by a member of the general public. Upon receipt of a written request, the AOUSC shall disclose information which would constitute public records in an agency covered by the Freedom of Information Act, or which is disclosable under the Federal Acquisition Regulations. In the event the requested information consists of or includes commercial or financial information, including unit prices, the Contractor shall be notified of the request and provided with an opportunity to comment. The Contractor will thereafter be notified as to whether the information requested will be released. The Contractor understands and agrees that unit and/or aggregate prices in the contract including evaluation options, may be subject to disclosure without consent.

CLAUSES INCORPORATED BY REFERENCE

This purchase order incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. These clauses can also be found at <http://www.arinet.gov/far/>.

Applicable to purchase orders for supplies or services:

FAR 52.232-1 PAYMENTS (APR 1984)

FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

FAR 52.249-8 DEFAULT (Fixed Price Supply and Services)(APR 1984)

Applicable to purchase orders for supplies:

FAR 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Fixed Price) (Short Form)(APR 1984)

Applicable to purchase orders for services:

FAR 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Services) (Short Form)(APR 1984)

The following optional clauses are applicable if the box is checked:

[] FAR 52.227-14 RIGHTS IN DATA - GENERAL (JUNE 1987)

[] FAR 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (May 1989)